

AGREEMENT FOR INSURANCE ADVISING SERVICES

This document constitutes an agreement ("Agreement") by and between _____ ("Client") and _____ ("Adviser"). The purpose of this agreement is to set forth the terms and conditions for the performance of the insurance counseling services requested by the Client as described herein.

The Client is seeking the independent advice of the Adviser. As such, the Client understands and agrees that this contract is **not** for the placement of insurance coverage and the Adviser is **not** responsible for the ultimate placement of such coverage or for the financial condition of any insurer or other entity providing insurance or service to Client.

Unless otherwise specifically identified as an additional service, Adviser shall also not be responsible for any activity associated with the continued management of the Client's insurance.

I. SCOPE OF REVIEW

The Adviser agrees to provide a review of the Client's insurance as agreed by both the Client and Adviser as signified by the initials of both next to each of the below enumerated services. Services not agreed upon by both Client and Adviser will **not** be provided. Review of those areas agreed upon will include comment on the adequacy of coverage and reasonableness of premium.

The Client has requested, and the Adviser has agreed to provide, an assessment of only the following specific areas of the Client's insurance program:

	Client	Adviser		Client	Adviser
Property	_____	_____	Other (Specify)		
General Liability	_____	_____		_____	_____
Directors/Officers	_____	_____		_____	_____
Automobile	_____	_____		_____	_____
Umbrella	_____	_____		_____	_____
Workers Comp	_____	_____		_____	_____
Crime	_____	_____		_____	_____
Computer (Hardware, Software, Data)	_____	_____		_____	_____

II. FINAL REPORT

Upon conclusion of the above services, the Adviser shall issue a written summary of its conclusions and recommendations. The information contained in the Adviser's final summary shall be based upon the then existing state of the Client's operations or situation which were not disclosed to the Adviser or which occur after the Adviser's issuance of a final summary. Therefore, Client understands and agrees that the final summary shall be valid only with respect to the conditions which existed at the time information was provided to the Adviser.

III. ADDITIONAL SERVICES

In addition to the review of the Client's general insurance program, the following services are available to Client for an additional charge:

	Client	Adviser
Risk Management Service	_____	_____
Insurance Bid Service	_____	_____
Claims Management Service	_____	_____
Loss Control Service	_____	_____
Periodic Review Service	_____	_____
Special Service (Specify)	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

IV. EXCLUDED SERVICES

Unless added as an additional service above, nothing herein shall be deemed to require Adviser to provide the following service (s):

Assessment of broker services.
Tendering of premium payments.
Arranging renewal of policies.

V. TERMINATION

This Agreement may be terminated by either party by providing the other with a written Notice of Cancellation. In the event this Agreement is terminated, Client agrees to promptly pay for all services rendered by Adviser up to the date of receipt of the Notice of Cancellation.

VI. ADVISER FEE

The fee charged by the Adviser for the services to be provided shall be

\$ _____/hr. Principal
\$ _____/hr. Senior Adviser **or** \$ _____ Fixed Fee
\$ _____/hr. Staff Adviser

The fee is based upon the specific services requested by the Client and agreed upon by the Adviser. In addition to the above fees for professional services, Client agrees to pay for necessary direct expenses such as travel, food and lodging, toll facsimile and telephone charges, express mail, and duplication services.

VII. CLIENT RESPONSIBILITIES

In order for the Adviser to perform its services, it will require the cooperation of the Client in providing access to necessary information. Accordingly, the Client agrees to provide the Adviser with (1) all of the Client's existing policies of insurance in the area(s), which Client has asked Adviser to review, (2) all business, financial, or personal information requested by the Adviser; and (3) all such other information as shall be reasonably requested by the Adviser. Adviser shall be entitled to rely, without further verification, upon responsibility for the adequacy of, or failure to provide, advice to Client should Client fail to provide complete and accurate information to Adviser.

VIII. LEGAL PROVISIONS

Limitation of Liability

Client understands that the Adviser is not serving as a risk manager for the Client, and does not assume the liabilities associated with such a position. Accordingly, to the fullest extent permitted by law, Client agrees that the total liability of Adviser, including its owners, officers, directors, employees, and agents, in the aggregate, for any and all claims the Client may have against the Adviser of any type, whether in law, equity, or subrogation, arising out of or relating to any alleged act, error, omission, misrepresentation, or breach by Adviser, shall not exceed the total compensation received by the Adviser under this Agreement.

For an additional fee of \$_____, which reflects that there is value to the Adviser's acceptance of increased risk, Adviser agrees to limit its liability for the foregoing to the greater of \$_____ or the total insurance coverage available and collectable under the Adviser's professional liability insurance at the time of any claim made by the Client. Client has elected/not elected (**circle one**) to pay for this increased limit of Adviser's liability. _____ [Client]

Alternative Dispute Resolution

Prior to the initiation of any legal proceedings, the parties agree to submit all claims, disputes, or controversies arising out of or relating to any services provided under this agreement to mediation. Mediation shall be conducted under the auspices of the American Arbitration Association in accordance with its existing terms and procedures. The cost of mediation shall be borne equally by the parties. The party seeking to initiate mediation shall do so by submitting a formal written request to the other party to this Agreement and the American Arbitration Association. This provision shall survive completion or termination of this Agreement, but under no circumstances shall either party call for mediation of any claim or dispute arising out of this Agreement after such period of time as would normally bar the initiation of legal proceedings to litigate such a claim or dispute under the laws of the Commonwealth of Massachusetts.

Integration/Governing Law

This Agreement represents the full and complete understand of the parties hereto, and supercedes any and all other agreements, understandings, and exchanges, whether written or oral.

This Agreement shall be governed under the law of the Commonwealth of Massachusetts.

[Name of Adviser]

[Name of Client]

By: _____ Date: _____

By: _____ Date: _____